

**INTERAGENCY AGREEMENT**

**DPS CONTRACT NO. 2002-199**

BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into 11th October 2002, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through its Intermodal Transportation Division (the "DOT") and the DEPARTMENT OF PUBLIC SAFETY, acting by and through its Support Division (the "DPS").

**I. RECITALS**

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned, the authority to execute this agreement on behalf of the DOT.
2. The DPS is empowered by Arizona Revised Statutes Section 41-1713 to enter into this agreement and has by resolved to enter into this agreement and has delegated, to the undersigned, the authority to execute this agreement on behalf of the DPS.
3. This agreement is to provide the principal framework and guidelines, to promote coordinated decision-making, in planning; development; installation; integration; maintenance; and operations of a center-to-center communications system, between the dispatch operators (the "operators"), at the DOT, Traffic Operations Center (the "TOC") located at 2302 W. Durango Street in Phoenix, AZ, and those located at the DPS, Dispatch Center (the "DPS Facility") located at 2102 W. Encanto Boulevard in Phoenix, AZ, (collectively the "Centers") in order to cooperatively manage freeway incidents.

**II. INTRODUCTION**

1. In general, during the operation of a traffic management system, it is important for public agencies to exchange information (data, voice, and video) on a continual basis. The State of Arizona's (the "State's") coordination will ensure that proper measures are taken to minimize the effects of incidents on the overall traffic operation. This coordination is also critical to the success of the incident response efforts and to reinforce the public trust and credibility of the State.
2. Sharing information about the occurrence of incidents permits joint incident management by two or more agencies. This allows more than one agency to be involved in responding to and clearing the incidents. The DPS has the official responsibility to patrol the State highway system in Arizona and to provide leadership during incident management operation.
3. Since the beginning of the implementation of the State's DOT freeway management system (FMS) and the operation of the TOC in 1995, the management of freeway incidents has been a joint effort between DOT and DPS personnel. In order to improve this coordinated effort and to enable the DPS personnel to fully monitor the freeway conditions, efforts have been under way to provide state-of-the-art fiberoptic communications system between the two Centers in Phoenix. The system will allow the DPS operators, to remotely view the freeway images received from the DOT CCTV cameras located throughout the instrumented freeway network.

4. Closed-circuit television (CCTV) monitoring system is a principal component for verification of incidents as well as a means for monitoring freeway conditions. In particular, it can be very effective for covering troublesome locations. The operators activate the field cameras after the incident has been detected, zoom in on the scene, and make decisions relative to the type of response needed. Appropriate units can then be dispatched to the site, thus reducing the time of the overall incident detection and response. The CCTV monitoring system is also useful during inclement weather, when patrol vehicles or other detection techniques are less effective.

5. In order to enhance the safety and protection of the traveling public and dispatch the essential emergency services, when incidents occur on the State's highway system, it is essential that the operators at the DPS Facility, be capable of monitoring the freeway conditions and identify the nature and severity of the incidents. This capability will be achieved by allowing the DPS operators to remotely activate the CCTV cameras along the instrumented segments of freeways and view the images transmitted from the TOC location, over a fiberoptic communications link. A diagram titled "*DPS-TOC Communications End-Equipment Implementation*", attached hereto as Exhibit "A", illustrates the overall concept and method of video transmission and control between the TOC and the DPS Facility.

6. This agreement is intended to address those elements associated with the transmission and usage of video images, as related to the CCTV monitoring system, to be located at the DPS Facility and at the TOC, in Phoenix. The transmission of data, from the TOC to the DPS Facility and its utilization, will be dealt with in the future. However, two required components (ATM switch and Router) will be provided under this agreement to facilitate future data transmission and implementation.

The principal elements to be considered in this agreement are as follows:

- a. Acquisition, provision, installation, operations, and maintenance associated with the CCTV monitoring equipment to be placed at the DPS Facility and at the TOC, as provided in this agreement.
- b. Operations and maintenance of ancillary equipment associated with the CCTV monitoring equipment, as well as the usage of the telephone, electricity, and supplies at the DPS Facility.
- c. Organizational hierarchy and operational responsibilities associated with the usage of CCTV monitoring system.
- d. Personnel training associated with the operation of the CCTV monitoring system.

### **III. RESPONSIBILITIES**

1. The DOT will:

- a. Install and maintain fiberoptic communications link between the TOC and the DPS Facility, and extend the fiberoptic cables to the DPS fiber and dispatch rooms.
- b. Provide video images of freeway conditions from the TOC to the DPS Facility.
- c. Furnish, install, and maintain two Fiberlign fiberoptic multiplexer chassis at the TOC and DPS Facility.
- d. Install two video demodulator cards (VDCs) for the DPS Facility, to be provided by DPS.
- e. Install two video modulator cards (VMCs) for the TOC, to be provided by the DPS.

f. Furnish, install, and maintain one Cisco 4700 Router at the DPS Facility for future data transmission and usage.

g. Furnish, install, and maintain one Light-stream ATM Switch at the TOC for future data transmission and usage.

h. Provide all the necessary programming and configurations for the DPS and TOC equipment for proper functionality of the CCTV monitoring system.

i. Provide assistance with the installation of equipment, such as monitors, keypads, Star Data Unit, etc.

j. Conduct the necessary simulation efforts prior to final equipment installation, using: one monitor, one keypad, the required VMC and VDC, one Javelin Star Data Unit (SDU), and fiberoptic cables (all of which are to be provided by the DPS). The proposed simulation is to ensure proper functionality of the CCTV monitoring system. The simulation will occur at the TOC.

k. Provide training, guidelines, procedures, and policies to the DPS personnel for operating the CCTV monitoring system and supporting equipment to be installed at the DPS Facility.

2. The DPS will:

a. Provide two (VDCs), to be used at the DPS Facility.

b. Provide two (VMCs), to be used at the TOC.

c. Provide, install, and maintain five Javelin keypads and five video monitors for the DPS Facility.

d. Provide, install, and maintain one Javelin Star Data Unit (SDU) for the DPS Facility.

e. Furnish the TOC for installation, one monitor, one Javelin keypad, the required VMC and VDC, one Javelin Star Data Unit (SDU), and fiberoptic cables, for the simulation efforts prior to final equipment installation of the of the CCTV monitoring equipment.

f. Participate in the simulation efforts, as described above.

g. Provide all the necessary cabling and ancillary components for proper operation of the CCTV monitoring system at the DPS Facility.

h. Set aside funds in it's annual budget and be responsible for, the costs of the office electricity and miscellaneous supplies, at the DPS Facility related to the operations of the CCTV monitoring system.

i. Provide and install the necessary ST-to-ST fiber-jumpers in the DPS "OKI" room.

j. Provide and install the necessary ST-to-SC and ST-to-ST fiber-jumpers in the DPS "bit bucket" for the Fiberlign equipment and Cisco router.

k. Provide fiber-jumper cables for the TOC connection to Fiberlign and Cisco router equipment.

l. Provide the required office furniture to accommodate the CCTV monitoring equipment at the DPS Facility.

**VI. OPERATIONS**

1. The TOC, shall have full control of the CCTV monitoring system, 24 hours a day, seven days a week. Upon completion of equipment installation at the DPS Facility and at the TOC as described in this agreement.
2. The DPS operators will be permitted to view the TOC CCTV camera images at all times, until the TOC modifies its video switch in the future to establish levels of control for all users. When such capability is provided, the DPS operator will be able to manipulate a CCTV camera, without obtaining permission from the TOC.
3. The TOC will be modifying its video switch in the future.
4. The DPS will not be required to provide additional dedicated personnel for the operation of the CCTV monitoring system.
5. The DPS personnel, when operating the CCTV monitoring system, shall do so in accordance with the training, guidelines, policies, and procedures established and provided by the TOC.

**MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signature of the parties hereto.
2. This Agreement shall remain in effect from the effective date of the agreement, until such time it is terminated or superseded by a subsequent agreement, provided however, this agreement may be terminated by any party with twelve months written notice of intent to terminate by either party, prior to the effective date of withdrawal.
3. It is understood and agreed by both parties, the DPS shall not assign, transfer, convey, or sublet this agreement, or any part thereof, without prior written consent of the DOT's TOC.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.
5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**For Contractual Issues and Copies of Related Correspondence:**

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(FAX) 602-712-7424

Arizona Department of Public Safety  
Support Division  
2102 W. Encanto Boulevard  
Phoenix, AZ 85005

**For Project Related Issues:**

Arizona Department of Transportation  
Traffic Operations Center  
2302 W. Durango Street, Mail Drop PM02  
Phoenix, Arizona 85007

Arizona Department of Public Safety  
Telecommunications Section Services  
2102 W. Encanto Boulevard  
Phoenix, AZ 85005

6. THEREFORE, in consideration of the mutual agreements expressed by the parties herein and approved by the State's legal counsel, (Transportation Legal Division), the parties are authorized under the laws of this State to enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

### STATE OF ARIZONA

DEPARTMENT OF PUBLIC SAFETY

DEPARTMENT OF TRANSPORTATION

By

Dennis A. Garrett  
DENNIS A. GARRETT  
Director

By

William J. Higgins  
WILLIAM J. HIGGINS, P.E.  
Deputy State Engineer

STATE OF ARIZONA )

) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2002, by WILLIAM J. HIGGINS, Deputy State Engineer, on behalf of the State of Arizona, Department of Transportation.

Cyndi Selby  
Notary Public

My Commission Expires:

02/01/06



STATE OF ARIZONA )

) ss.

County of Maricopa )

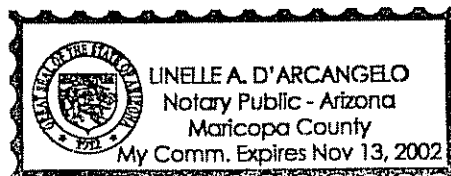
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2002, by DENNIS A. GARRETT, Director of the DEPARTMENT OF PUBLIC SAFETY, on behalf of the State of Arizona, Department of Public Safety.

Linnelle A. D'Arcangelo  
Notary Public

My Commission Expires:

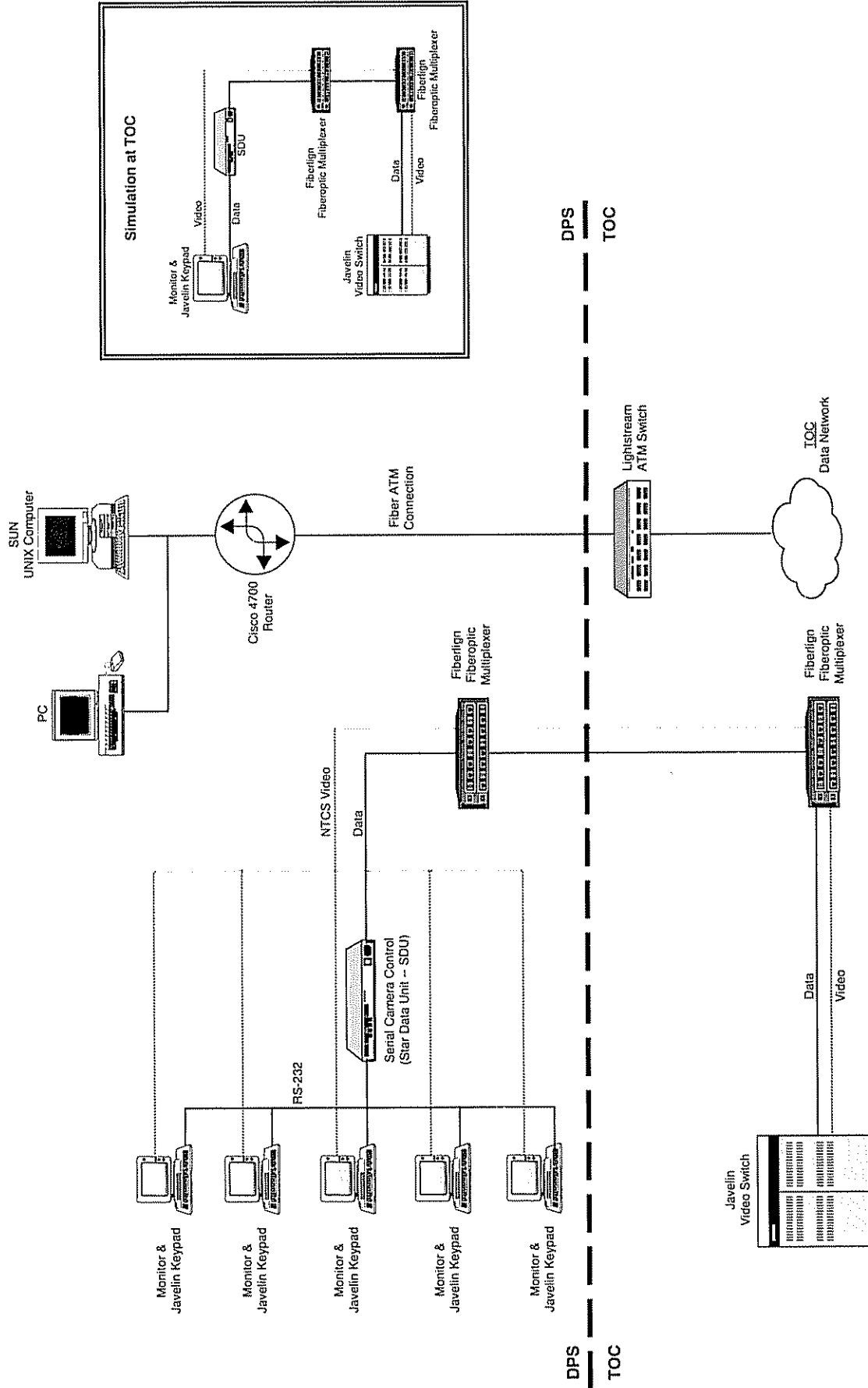
November 13, 2002

02-030-FMS-DPS  
06Sep2002-Revision #2



[Signature]  
APPROVED - LEGAL SECTION  
ARIZONA DEPARTMENT OF  
PUBLIC SAFETY

# DPS—TOC COMMUNICATIONS END-EQUIPMENT IMPLEMENTATION





JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

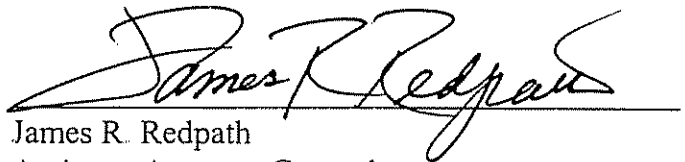
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1682-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: 11 October 2002

Janet Napolitano  
Attorney General

  
James R. Redpath  
Assistant Attorney General  
Transportation Section

JRR:djd